# NON-DISCLOSURE AGREEMENT

This Agreement is made by and between

[…], having its registered office at […], for the purposes hereof represented by […], as the Authorized Director, hereinafter called "**XXX**"

AND

[…], having its registered office at […], for the purposes hereof represented by […]as the Authorized Director, hereinafter called "**YYY**"

Both parties are hereafter referred to as the "**Parties**" and each of them a "**Party**".

WHEREAS

The Parties intend to enter into discussions for the purpose of a potential collaboration in the area of [*intention of information disclosure/project name/purposes*] hereinafter the "**Projects**".

In the course of such discussions, it may be necessary for either of the Parties to provide the other Party with confidential business and technical information relating to its business, and/or samples.

The Parties are willing, to disclose to each other such information on a non-exclusive basis, in confidence and within the limits of any competition law if applicable, either directly or indirectly, upon the following terms and conditions:

IT IS HEREBY AGREED as follows:

## 1. DEFINITIONS

For the purposes of this Agreement:

1.1 "Affiliates" shall mean with respect to a party, any corporate entity with legal personality that controls, is controlled by, or is under common control with such Party. An entity shall be regarded as being in control of another entity if it owns, directly or indirectly, more than 50 % (fifty percent) of the equity share capital of the other entity, or if it possesses, directly or indirectly, the power to determine the composition of the majority of the board of directors of the other entity;

1.2 "Confidential Information" shall mean:

(a) any information of a confidential nature such as commercial, economic, financial, legal or other information, in whatever form such as technical knowledge, specifications, chemical make-up, proprietary information, intellectual property rights, materials and/or other communications relating to the Projects, that has been disclosed or provided by the Disclosing Party to the Receiving Party or,

(b) that may be learned, acquired or derived by the Receiving Party during any examination of the said information during any negotiation or discussions concerning the Projects or during access to and presence at the Disclosing Party's

facilities

(c) any sample provided by one Party to the other Party;

1.3 "Disclosing Party" and "Receiving Party" shall mean any Party respectively disclosing and receiving Confidential Information pursuant to the terms of this Agreement. Either Party may be a Disclosing Party or a Receiving Party as the context so requires;

1.4 "Representatives" shall mean as to any Party, such Party's employees, officers, directors, advisers (including without limitation financial advisers, legal counsels and/or accountants) and controlling persons.

## 2. CONFIDENTIALITY

The Receiving Party undertakes to treat the Confidential Information strictly confidential and not to disclose the mere existence of the Projects.

The Receiving Party undertakes not to use the Confidential Information for its own benefit, except for the Projects specified in this Agreement, nor for the benefit of others, nor to sell, trade, publish, reproduce or reverse engineer any of the Confidential Information, except with the prior written consent of the Disclosing Party.

The Receiving Party agrees that it will not, without prior written consent of the Disclosing Party disclose the Confidential Information to any other person than its Representatives who need access to it in order to accomplish the Projects. The Receiving Party shall be responsible for any non-compliance by any Representative with the terms and conditions of this Agreement.

The Receiving Party undertakes to keep the Projects itself, the fact that discussions are taking place and the fact that the Parties have entered into this Agreement strictly secret and confidential and in general not to comment on the subject matter of the Projects until the discussions are either concluded by way of a final agreement or the obligations of the Receiving Party with respect to the Confidential Information have ceased pursuant to article 6 of this Agreement.

## 3. EXCLUSIONS

The obligations of this Agreement shall however not apply to information which the Receiving Party can demonstrate:

(a) is at the time of disclosure, or thereafter becomes, part of the public domain other than as a result of disclosure by the Receiving Party or other than through breach of the terms of this Agreement,

(b) was already known to the Receiving Party on a non-confidential basis at the time of its disclosure to it hereunder,

(c) was disclosed to the Receiving Party on a non-confidential basis by a third party, who did not receive the information directly or indirectly from one of the Parties.

For the purposes of this paragraph information shall not be deemed to be available to the public or

in a party's possession merely because it is embraced by more general information which is available or in that party's possession.

In the event that the Receiving Party or its Representatives are requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order. If, failing the issue of an appropriate protective order, the Receiving Party is compelled to disclose Confidential Information, the Receiving Party will endeavor to disclose only that portion of the Confidential Information that it is strictly compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, the Receiving Party will not oppose to actions by the Disclosing Party to obtain an appropriate protective order or' other reliable assurance that confidential treatment will be accorded to the Confidential Information.

## 4. INTELLECTUAL PROPERTY

The Receiving Party acknowledges that all rights in, and title to, the Confidential Information transmitted in accordance with this Agreement shall remain with the Disclosing Party. Neither the execution of this Agreement nor the disclosing of any Confidential Information hereunder shall be construed as granting any licenses under any copyright, trade secret, patent or other proprietary right now or hereafter, owned or controlled by the Disclosing Party.

## 5. USE OF THE CONFIDENTIAL INFORMATION

The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. The Disclosing Party, however, makes no representations or warranties, express or implied, as to the quality accuracy and completeness of the Confidential Information disclosed hereunder. The Receiving Party accepts all risks and expenses of use of, and reliance on, the Confidential Information. The Receiving Party shall bear all costs and expenses incurred by the Receiving Party and its Representatives in carrying out and performing its obligations described or set forth in this Agreement.

## 6. DURATION

The obligations under this Agreement shall expire 2 years after the exchange of Confidential Information between the Parties has terminated.

## 7. RESTITUTION OF THE CONFIDENTIAL INFORMATION

The Disclosing Party has the right to demand the return of the Confidential Information at any time upon giving written notice to the Receiving Party. Within 30 days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy all copies, reproductions, notes and/or extracts thereof (or, in the case of digital or electronic form, permanently delete) in its possession and in the possession of its Representatives to whom it was disclosed pursuant to this Agreement. The Receiving Party may retain however one copy of the Confidential Information in its confidential legal files for the sole purpose of identifying and maintaining its obligations under this Agreement.

## 8. APPLICABLE LAW

This Agreement shall be governed by laws of […].

## 9. SETTLEMENT OF DISPUTES

Both Parties shall attempt to settle any dispute concerning the interpretation of this Agreement or their performance hereunder in an amicable way. Should such attempts fail, then both parties agree to settle said dispute to Indonesian National Arbitration Board (BANI) in Jakarta.

## 10. NON-EXCLUSIVITY

This Agreement shall not restrict the Disclosing Party from using or disclosing elsewhere its Confidential Information.

**11. NO OBLIGATION**

This Agreement, including the disclosed Confidential Information hereunder, shall not be construed as a commitment to offer or to accept anything, and does not obligate either Party to enter into a possible agreement or relationship with respect to the Projects, and neither Patty shall incur any legal obligation of any kind whatsoever other than as set forth in this Agreement.

**IN WITNESS WHEREOF,** this Agreement is made in duplicate with the same contents. The Parties hereto have thoroughly read and understood the contents of this Agreement. The Parties have hereunto executed their signatures in the presence of witnesses. Each Party retains one copy hereof.

By: _____ **XXX**

By: _____ **YYY**

By: _____ **Witness**

By: _____ **Witness**